



**THOMAS L. GARTHWAITE, M.D.**  
Director and Chief Medical Officer

**FRED LEAF**  
Chief Operating Officer

COUNTY OF LOS ANGELES  
DEPARTMENT OF HEALTH SERVICES  
313 N. Figueroa, Los Angeles, CA 90012  
(213) 240-8101

**BOARD OF SUPERVISORS**

**Gloria Molina**  
First District

**Yvonne Brathwaite Burke**  
Second District


**Zev Yaroslavsky**  
Third District

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Fourth District

**Michael D. Antonovich**  
Fifth District

June 24, 2004

TO: Each Supervisor

FROM: Thomas L. Garthwaite, M.D.   
Director and Chief Medical Officer

SUBJECT: **STANDARD AGREEMENT FOR AIDS DRUG ASSISTANCE PROGRAM  
FOR FISCAL YEAR 2004-2005**

On March 30, 2004, the Board delegated authority to the Director of Health Services, or his designee, to accept and sign the Standard Agreement for fiscal year 2004-2005 with the California Department of Health Services for the AIDS Drug Assistance Program (ADAP). The Board stipulated that the Standard Agreement has to have substantially the same terms as the ADAP Standard Agreement for fiscal year 2003-2004, its review by County Counsel, and the advance two week notice by the Director of the intent to exercise the delegated authority.

This is to provide you with my intent to accept and sign this Standard Agreement two weeks after this memo is distributed. If you have any questions or need additional information, please let me know.

TLG:rs

Enclosures

c: Chief Administrative Officer  
County Counsel  
Executive Officer, Board of Supervisors

**Standard Agreement for  
AIDS Drug Assistance Program**

July 1, 2004 – June 30, 2005  
Los Angeles County

The State of California by and through the Department of Health Services (hereinafter called the Department) and the local health jurisdiction of **Los Angeles County** (hereinafter called the local jurisdiction) in consideration of the covenants, agreements, and stipulations hereinafter expressed or hereby agree as follows:

**Article**

- 1 The funds allocated pursuant to this Agreement are solely for costs associated with the administration of the AIDS Drug Assistance Program (ADAP) enrollment process provided by the local jurisdiction and/or its subcontractors. Any costs billed under this Agreement that are determined to fall outside the purview of this Agreement (i.e., are not directly related to the provision of ADAP enrollment services) will not be reimbursable under this Agreement. Some examples of acceptable and billable ADAP administrative costs incurred by the local jurisdiction are as follows:

Reimbursement to local jurisdiction for performing ADAP program enrollment or annual recertification services; or

Reimbursement by the local jurisdiction to its subcontractors for performing ADAP program enrollment or annual recertification services (at a rate to be determined by the local jurisdiction; or

ADAP Coordinator's salary (a portion thereof or full salary); or

Computers and/or Internet access for ADAP enrollment workers to allow for submission of ADAP applications or recertifications to the Pharmacy Benefits Manager (PBM) via the Internet; or

Development of ADAP client recruitment advertisement/outreach materials (however, any recruitment material should include information about ADAP, and provide ADAP contact information, etc.).

If the local jurisdiction is uncertain of an acceptable and billable ADAP administrative activity, the local jurisdiction should seek written approval of the proposed activity from the Department.

- 2 The term of this Agreement is for the period July 1, 2004 through June 30, 2005.
- 3 The maximum allocation to the local jurisdiction for the term of this Agreement shall not exceed \$432,801.00.

## Article II

The AIDS Drug Assistance Program Eligibility Guidelines, (July, 2002) and any subsequent revisions, along with all instructions, policy memorandums or directives issued by the Department and/or the statewide ADAP pharmacy benefit management (PBM) contractor shall be adhered to in implementing and administering the ADAP by local jurisdictions. Any changes and/or additions to these guidelines will be made in writing by the Department and, whenever possible, notification of such changes shall be made 30 days prior to implementation.

2. It is the intent of the Department to have the local jurisdiction coordinate and ensure high quality, accessible ADAP enrollment and eligibility recertification in its area. Each local jurisdiction can determine how best to accomplish this intent.

2a. The local jurisdiction agrees to notify the statewide PBM contractor and the Office of AIDS, ADAP of the addition of any new ADAP enrollment sites operating in the local jurisdiction, and/or the deletion of any existing ADAP enrollment sites.

2b. Additionally, the local jurisdiction agrees that all ADAP enrollment/eligibility workers must be certified through, and have received training from, the statewide PBM contractor prior to enrolling clients in ADAP or within 90 days of beginning enrollment services. Enrollment sites and enrollment/eligibility workers providing ADAP enrollment services in local county jails are included under this requirement. All eligibility workers must be identified and have individual ADAP identification numbers. Enrollment of ADAP clients must be linked to the individual identification numbers, i.e., to the specific eligibility worker performing the service.

2c. Any changes in eligibility worker status must be reported to the PBM within 24 hours of such change. Enrollment workers who are no longer doing ADAP enrollment or who have been terminated must be removed from the ADAP enrollment/eligibility worker database to ensure the confidentiality of that database.

2d. The local jurisdiction agrees that enrollment sites should be limited to community-based organizations, clinics, medical providers, case management services, etc. Pharmacy providers are not eligible to participate as enrollment sites. No ADAP eligibility worker(s) can be employed by nor receive any financial compensation from an ADAP participating pharmacy. This requirement is to avoid any appearance of conflict of interest.

2e. The Department reserves the right to add new ADAP enrollment sites to ensure equitable and easy client access to ADAP services. The ADAP Coordinator in the appropriate local jurisdiction will be notified by either the Department or the PBM of any new ADAP enrollment sites in their jurisdiction. The local jurisdiction is not required to reimburse enrollment sites for their ADAP enrollment/eligibility recertification activities. Whenever possible, the Department and ADAP Coordinator will confer in advance when new ADAP sites are to be added by the Department.

- 3 The maximum amount payable under this Agreement as specified in paragraph 3 of Article I shall be subject to the conditions specified in paragraphs 4 and 5 of Article III set forth herein. The Department reserves the sole right to amend this Agreement to make the adjustments specified in paragraph 10 of Article II.
- 4 The local jurisdiction must submit **quarterly** invoices in the format of Exhibit A, "AIDS Drug Assistance Program Invoice", consisting of one page and made a part hereof by this reference. This invoice shall be received by the Department no sooner than the end of the quarter, and no later than 45 calendar days after the last day of each quarter.

FIRST QUARTER: July 1, 2004 – September 30, 2004  
INVOICE DUE DATE: November 15, 2004

SECOND QUARTER: October 1, 2004– December 31, 2004  
INVOICE DUE DATE: February 15, 2005

THIRD QUARTER: January 1, 2005 – March 31, 2005  
INVOICE DUE DATE May 15, 2005

FOURTH QUARTER: April 1, 2005 – June 30, 2005  
INVOICE DUE DATE August 15, 2005

*Payment may be denied at the sole discretion of the State, for invoices that are received later than 45 calendar days after the last day of each quarter.*

Supplemental invoices submitted by the local jurisdiction for any quarterly reporting period shall be limited to no more than one (1) per reporting period and require prior written authorization from the Department.

- 5 If there were no ADAP enrollments or recertifications processed in the local jurisdiction during a quarter, the invoice submitted for that quarter must show a zero balance and no reimbursement will be allowed for that quarter. Quarterly ADAP enrollment data received from the statewide ADAP contractor will be used to determine the number of ADAP enrollments/recertifications for each local jurisdiction during each quarter.
6. All invoices and other official communications shall be mailed to:

Department of Health Services  
Office of AIDS  
AIDS Drug Assistance Program  
MS 7700  
P.O. Box 997426  
Sacramento, CA 95899-7426

- 7 The local jurisdiction and/or its subcontractor(s) agree to maintain necessary program records documenting the administrative costs submitted for reimbursement. Records shall be maintained for at least three (3) years from the ending date of this Agreement, or until the termination of all state and federal audits, whichever is later.

8. The local jurisdiction and/or its subcontractor(s) agree to provide access during normal working hours to authorized representatives of the Department and of other State and Federal agencies to all records, files, and documentation related to this Agreement, subject to applicable state and federal laws concerning confidentiality.
9. The local jurisdiction shall be liable for all federal and state funds allocated under this Agreement, including but not limited to, any audit exceptions that may arise. The Department shall recover any funds not expended in accordance with this Agreement. Recovery of funds may be accomplished by withholding payments to the local jurisdiction, or upon written notification from the State. The local jurisdiction shall submit repayment within 30 days of receipt of that notification.
10. If it appears the local jurisdiction will not expend the entire amount of its allocation under this Agreement, the State may redistribute any projected unexpended funds of the local jurisdiction's allocation to other local jurisdictions. The Department shall notify the local jurisdiction in writing 30 days prior to any changes in the local jurisdiction's allocation.
11. The local jurisdiction agrees to abide by all applicable laws regarding confidentiality when working with persons who apply for and or receive eligibility under this program.
12. The local jurisdiction agrees to the provisions as stated in the attached Exhibit C, entitled "Nondiscrimination Clause." The local jurisdiction and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, sex, or sexual orientation. Exhibit C, consisting of one page is incorporated and made a part hereof by this reference.

### **Article III**

The Department shall authorize payment in arrears up to the maximum allocation of this Agreement upon the execution of this Agreement.

2. Upon receipt of the quarterly ADAP invoice, the Department will reimburse the local jurisdiction for administrative costs associated with the provision of ADAP enrollment services in the local jurisdiction, not to exceed the maximum amount reimbursable under this Agreement. Reimbursements to the local jurisdictions will be contingent upon receipt of the signed Standard Agreement and a completed AIDS Drug Assistance Program Invoice within the required timeframe.

3. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of Federal or State funds for the mutual benefits of both parties in order to avoid program delays that would occur if the contract were executed after that determination. This Agreement is valid and enforceable only to the extent that sufficient funds are made available to the State by the United States Government and/or by the State, for the purposes of this program. If sufficient federal and/or state funds are not made available pursuant to the Agreement, this Agreement shall be invalid and have no further force and effect. In this event, the State shall have no liability to pay any state funds whatsoever to the local jurisdiction, or furnish any other considerations under this Agreement and the local jurisdiction shall not thereafter be obligated to perform any duties of this Agreement.
4. This Agreement is subject to any additional restrictions, limitations or conditions enacted by the Congress or the State legislature, which may affect the provisions, terms or funding of this Agreement in any manner.
5. The terms of this Agreement may be modified in writing upon mutual consent of both parties.
6. This Agreement may be terminated at any time without cause by either party by giving 30 days prior written notice to the other. Notification shall state the effective date of the termination.
7. Notice of the termination by the local jurisdiction shall be followed within 30 days by a final report and a final claim for reimbursement, or repayment of funds disbursed but not expended.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

State of California

Local Jurisdiction

Signature\_\_\_\_\_

Signature\_\_\_\_\_

Title Chief, ADAP Section

Title\_\_\_\_\_

Office of AIDS

\_\_\_\_\_

Date\_\_\_\_\_

Date\_\_\_\_\_

(Please submit all invoices using this form. Do not reproduce on other forms or letterheads.)

☐ Community Based Organization

ADDRESS:

**INVOICE FOR THE QUARTER INDICATED BELOW:**

DUE DATE: October 31, 2004  
DUE DATE: January 31, 2005  
DUE DATE: April 30, 2005  
DUE DATE: July 31, 2005  
DUE DATE: To be determined

### Expenses This Period

\$\_\_\_\_\_

\$\_\_\_\_\_

\$

Payments are issued approximately 45 days upon receipt of invoice.

I hereby certify that the above services have been provided in accordance with the terms of the ADAP Standard Agreement.

Date \_\_\_\_\_

*Copies should be retained for the local health jurisdiction's records.*

K:										Date:												
Fiscal Year		PCA						Index				Object Code		Agency Object		Project Number				Work Phase		
0	4	5		1	3	5		4	4	9	1	7	0	2	0	5						

**AIDS DRUG ASSISTANCE PROGRAM (ADAP)  
2004-05 ADMINISTRATIVE COSTS REIMBURSEMENT INFORMATION FORM**

Name of Local Health Jurisdiction (LHJ)/Community Based Organization (CBO):

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Telephone: \_\_\_\_\_  
**Person Completing Form:**

***Please check the applicable box below:***

**Option 1:** OA will enter into a Standard Agreement with our LHJ. We will *begin/continue* providing ADAP enrollment services through the county public health department. Contact information listed below:

County Public Health Department: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
ADAP Coordinator/Contact Person: \_\_\_\_\_

**Option 2:** Direct OA to enter into a Standard Agreement with the CBO listed below. *If new/changing must attach letter from new CBO* indicating their willingness to provide ADAP administrative/enrollment services in our LHJ. Contact information listed below:

New CBO: \_\_\_\_\_  
CBO: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
ADAP Coordinator/Contact Person: \_\_\_\_\_

**Option 3:** OA will enter into a Standard Agreement with our LHJ. We will sub-contract with a CBO to administer local ADAP services. We will identify the CBO prior to signing the Standard Agreement.

**Option 4:** We elect not to receive these funds at this time.

Signature of Designated Official

Title

Date

***Please fax this form to:***  
Trish Salveson at  
(916) 449-5959  
no later than June 30, 2004

***Mail the original form to:***  
Department of Health Services  
Office of AIDS  
MS 7700, P.O. Box 997426  
Sacramento, CA 95899-7426  
Attention: Trish Salveson



**NONDISCRIMINATION CLAUSE AND REQUIREMENTS**

- a. During the performance of this contract, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et. Seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other contract.
- b. Contractor shall include the nondiscrimination and compliance provisions of paragraph (a) in all subcontracts to perform work under the contract.
- c. The Contractor will not discriminate in the provision of services against any person with protected status as provided by state and federal law and described in paragraph (a).
- d. For the purpose of this contract, distinctions made on the basis of a person's protected status as noted in paragraph (a) include, but are not limited to, the following: denying a participant any service or providing a benefit to a participant which is different, or is provided in a different manner or at a different time or place from that provided to other participants under this contract; subjecting a participant to segregation or separate treatment in any matter related to his or her receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he or she satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit.
- e. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to their protected status as noted in paragraph (a).
- f. The Contractor agrees that complaints alleging discrimination in the delivery of services by the Contractor or his or her subcontractor because of a person's protected status as noted in paragraph (a) will be resolved by the State through the Department of Health Services' Affirmative Action/Discrimination Complaint Process.
- g. The Contractor shall, subject to the approval of the Department of Health Services, establish procedures under which service participants are informed of their rights to file a complaint alleging discrimination or a violation of their civil rights with the Department of Health Services.
- h. The Contractor shall operate the program or activity in such a manner that it is readily accessible to and usable by mentally or physically handicapped persons pursuant to 45 Code of Federal Regulations, Parts 84, Sections 84.21 and 84.22

The Contractor shall keep records, submit required compliance reports, and permit state access to records in order that the State can determine compliance with the nondiscrimination requirements pursuant to 45 Code of Federal Regulations, Parts 80, 84, and 90, Sections 80.6, 84.61, and 90.42.



Post-It® Fax Note	7671	Date	4/2/04	# of pages	16
To	Donald Layman		From	Ed Shubin	
Co./Dept.			Co.		
Phone #			Phone #		
Fax #			Fax #		

**BOARD OF SUPERVISORS**

Gloria Molina  
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Second District

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Third District

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Director and Chief Medical Officer

FRED LEAF  
Chief Operating Officer

COUNTY OF LOS ANGELES  
DEPARTMENT OF HEALTH SERVICES  
313 N. Figueroa, Los Angeles, CA 90012  
(213) 240-8101

March 18, 2004

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

**40**

MAR 30 2004

*Violet Varona Lukens*  
VIOLET VARONA-LUKENS  
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL OF FISCAL YEAR 2003-04 STANDARD AGREEMENT  
WITH THE CALIFORNIA DEPARTMENT OF HEALTH SERVICES  
FOR THE AIDS DRUG ASSISTANCE PROGRAM  
(All Districts) (3 Votes)**

**IT IS RECOMMENDED THAT YOUR BOARD**

- 1 Approve and instruct the Director of Health Services, or his designee, to sign the Fiscal Year 2003-04 Standard Agreement (Exhibit I), with the California Department of Health Services, for the AIDS Drug Assistance Program in the amount of \$431,708 for the period of July 1, 2003 through June 30, 2004.
- 2 Delegate authority to the Director of Health Services, or his designee, to sign amendments substantially similar to the Standard Agreement with the California Department of Health Services that do not exceed 25% of the original agreement amount for the AIDS Drug Assistance Program for Fiscal Year 2003-2004, following review and approval by County Counsel, and notification to the Board offices.
- 3 Delegate authority to the Director of Health Services, or his designee, to sign the Standard Agreement for Fiscal Year 2004-2005 with the California Department of Health Services for the AIDS Drug Assistance Program, with substantially similar terms as the AIDS Drug Assistance Program Standard Agreement for Fiscal Year 2003-2004, following review and approval by County Counsel, and notification to the Board offices.
- 4 Delegate authority to the Director of Health Services, or his designee, to sign amendments substantially similar to the Standard Agreement for Fiscal Year 2004-2005, with the California Department of Health Services that do not exceed 25% of the original agreement amount for the AIDS Drugs Assistance Program for Fiscal Year 2004-2005, following review and approval by County Counsel, and notification to the Board offices.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:

In approving the recommended actions, the Board is: 1) authorizing the Director of Health Services, or his designee, to sign the Fiscal Year 2003-04 Standard Agreement (Exhibit I), with the California Department of Health Services (CDHS), for the AIDS Drug Assistance Program (ADAP) in the amount of \$431,708 for the period of July 1, 2003 through June 30, 2004; 2) delegating authority to the Director of Health Services, or his designee, to sign amendments substantially similar to the Standard Agreement with the CDHS that do not exceed 25% of the original agreement amount for the ADAP for Fiscal Year (FY) 2003-2004, following review and approval by County Counsel, and notification to the Board offices; 3) delegating authority to the Director of Health Services, or his designee, to sign the Standard Agreement for FY 2004-2005 with the CDHS for the ADAP Program, with substantially similar terms as the ADAP Standard Agreement for FY 2003-2004, following review and approval by County Counsel, and notification to the Board offices; and 4) delegating authority to the Director of Health Services, or his designee, to sign amendments substantially similar to the Standard Agreement for FY 2004-2005, with the CDHS that do not exceed 25% of the original agreement amount for the ADAP for FY 2004-2005, following review and approval by County Counsel, and notification to the Board offices.

The ADAP provides necessary funding to support: 1) efforts to make those persons living with HIV, who are not in care in Los Angeles County aware of ADAP services; 2) reimburse providers for the cost of enrolling and recertifying clients for ADAP services; and 3) support the Department's administrative costs. These activities will assist in bringing more people living with HIV into care and ensure that the inability to pay for services is not a barrier in Los Angeles County.

FISCAL IMPACT/FINANCING:

The total program cost is \$431,708, which is 100% offset by CDHS funds. There are no additional net County costs associated with this action. Funding is included in Fiscal Year (FY) 2003-04 Adopted Budget and FY 2004-05 Budget Request.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Since 1987, the Board has approved Standard Agreements and related amendments with CDHS for the AIDS Drug Assistance Program.

In September 1999, the Board approved and delegated authority to the Department to sign any future Standard Agreements with CDHS for the ADAP commencing in FY 2000-01, providing that the Department made the appropriate notification to the Board offices.

In August 2003, the Department received the FY 2003-04 Standard Agreement from the CDHS for the ADAP in the amount of \$431,708, for the period July 1, 2003 through June 30, 2004.

The recommended Standard Agreement will enable the continuation of the development and implementation of a Countywide awareness campaign that will advise HIV infected individuals that drug therapies are available to them at no cost or low cost depending on eligibility. The Agreement will also provide reimbursement to providers for the enrollment and recertification of clients for ADAP services. In addition, the Standard Agreement provides reimbursement for administrative costs associated with the ADAP.

The Honorable Board of Supervisors  
March 18, 2004  
Page 3

The Standard Agreement does not impact the DHS System Redesign, since the funds come from the State.

County Counsel has reviewed and approved the Standard Agreement (Exhibit I) as to form.

Attachment A provides additional information. Attachment B is the Grant Management Statement for grant awards exceeding \$100,000.

CONTRACT PROCESS:

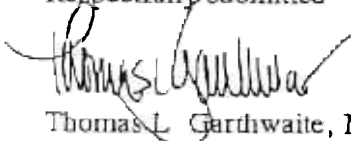
Since the recommended Standard Agreement provides for the allocation of State monies directly to the County, advertisement on the Los Angeles County Online Web Site as a contracting opportunity for the ADAP is not appropriate.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the recommended actions will ensure the continued availability of effective drug therapies for HIV to the residents of Los Angeles County who are not in care and that the inability to pay is not a barrier to care in Los Angeles County.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted



Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

TLG:mc

Attachments (3)

c. Chief Administrative Officer  
County Counsel  
Executive Officer, Board of Supervisors

BLADAP 03-04

SUMMARY OF AGREEMENT

1. TYPE OF SERVICE:

AIDS Drug Assistance Program reimbursement for related administrative costs and eligibility and recertification screening.

2. AGENCY ADDRESS AND CONTACT PERSON:

State of California  
Department of Health Services  
Office of AIDS  
AIDS Drug Assistance Program  
1616 Capitol Avenue, Suite 74-6616  
Sacramento, California 95814  
Attention: Kathleen Russell, Chief, ADAP Section  
Telephone: (510) 540-2065

3. TERM:

July 1, 2003 through June 30, 2004

4. FINANCIAL INFORMATION:

Fiscal Year 2003-04 CDHS funding: \$431,708

There is no net County cost for the program.

5. GEOGRAPHIC AREA TO BE SERVED:

Countywide.

6. ACCOUNTABLE FOR MONITORING AND EVALUATION:

Charles L. Henry, Director, Office of AIDS Programs and Policy

7. APPROVALS:

Public Health	John F. Schunhoff, Ph.D., Chief of Operations
Contract and Grants Division:	Irene Riley, Chief
County Counsel (as to form):	Kelly Auerbach Hassel, Deputy County Counsel

BLADAP.wpd

**Los Angeles County Chief Administrative Office  
Grant Management Statement for Grants Exceeding \$100,000**

Department: Health Services

**Grant Project Title and Description**

AIDS Drug Assistance Program (ADAP): Coordination and ADAP eligibility screening in County funded outpatient medical clinics; resources for a social marketing Campaign to increase awareness of ADAP Programs and fund two treatment adherence sites.

Funding Agency	Program (Fed. Grant #/State Bill or Code #)	Grant Acceptance Deadline
California Department of Health Services - Office of AIDS	Contract No. Pending	None

Total Amount of Grant Funding: \$ 431,708 County Match Requirements N/A

Grant Period: Begin Date: 7/1/03 End Date: 6/30/04

Number of Personnel Hired Under this Grant: Full Time 1 Part Time 0

**Obligations Imposed on the County When the Grant Expires**

- Will all personnel hired for this program be informed this is a grant funded program? Yes X No
- Will all personnel hired for this program be placed on temporary ("N") items? Yes X No
- Is the County obligated to continue this program after the grant expires Yes No X
- If the County is not obligated to continue this program after the grant expires, the Department will
- a). Absorb the program cost without reducing other services Yes No X
- b). Identify other revenue sources Yes X No  
(Describe)
- c). Eliminate or reduce, as appropriate, positions/program costs funded by this grant Yes X No

Impact of additional personnel on existing space: None. All positions are accounted for in the Fiscal Year 2003-2004 Adopted County Budget.

Other requirements not mentioned above: N/A

Department Head Signature

Date 3/17/04



DIANA M. BONTÁ, R.N., Dr.P.H.  
Director

State of California—Health and Human Services Agency  
Department of Health Services



GRAY DAVIS  
Governor

August 25, 2003

James Haughton, M.D., M.P.H.  
Medical Director, Public Health  
Los Angeles County  
313 North Figueroa Street, Room 806  
Los Angeles, CA 90012

Dear Dr. Haughton:

AIDS DRUG ASSISTANCE PROGRAM STANDARD AGREEMENT (SA)

Enclosed is the Department of Health Services, Office of AIDS (OA), AIDS Drug Assistance Program (ADAP) Standard Agreement (SA) with your local health jurisdiction (LHJ)/community-based organization (CBO) for fiscal year 2003/2004. The administrative allocation for your jurisdiction will be \$431,708.00 for the period of July 1, 2003 through June 30, 2004.

The allocation amount was determined by formula based on the number of ADAP clients enrolled in each LHJ during calendar year 2002. The allocation is to be used solely for costs associated with the administration of the ADAP enrollment screening/recertification process provided by the LHJ and/or their subcontractors.

Please sign, date, and return the original and one copy of the SA Agreement to:

AIDS Drug Assistance Program  
Office of AIDS  
Department of Health Services  
MS 7700, P.O. Box 942732  
Sacramento, CA 94234-7320  
Attention: Josie Ross

The signed original and one copy of the SA must be received at OA by September 15, 2003 in order for your LHJ to receive these administrative funds.



Do your part to help California save energy. To learn more about saving energy, visit the following web site:  
[www.consumerenergycenter.org/flex/index.html](http://www.consumerenergycenter.org/flex/index.html)

MS 7700, P.O. Box 942732, Sacramento, CA 942  
(916) 449-5900  
Internet Address: [www.dhs.ca.gov/AIDS](http://www.dhs.ca.gov/AIDS)

James Haughton, M.D., M.P.H.  
Page 2

If you anticipate that you will be unable to return the signed SA by this date, please contact your ADAP Coordinator immediately. LHJs/CBOs not returning the SA by the designated return date may not receive their allocation and their funds may be redistributed among participating LHJs.

Please note the following:

Each LHJ/CBO will be required to submit quarterly invoices to ADAP (Exhibit A). If no clients are enrolled during a quarter, there will be no reimbursement allowed for that quarter. Each invoice must be received by OA no later than 30 days after the end of the quarter. Payment may be denied for invoices received later than 30 calendar days after the last day of each quarter.

- Each LHJ has the autonomy to allocate these administrative funds as best suits the ADAP enrollment/eligibility screening process in that LHJ. LHJs/CBOs must, however, assure the funds are being used for expenses incurred directly related to the enrollment or recertification of clients in ADAP.

LHJs: If your LHJ no longer wishes to 1) administer ADAP services directly, or 2) wishes to provide services through a community-based organization, or 3) change CBOs, or 4) does not wish to provide services, please complete the appropriate section on form Exhibit B (enclosed) and return by fax or mail as shown. It is not necessary to complete/return this form if there are no changes.

CBOs: If your CBO no longer provides ADAP services for the LHJ, please complete Exhibit B (enclosed) and return via fax or mail as shown on the form.

If you have any questions or need further information, please call me at (916) 449-5942, or your ADAP Coordinator: Trish Salveson at (916) 449-5948, Renee Luchini at (916) 449-5944, Janice Vina at (916) 449-5949 or Thérèse Ploof at (916) 449-5945.

Sincerely,



Kathleen Russell, Chief  
AIDS Drug Assistance Program  
Office of AIDS

Enclosure(s)



Standard Agreement for  
AIDS Drug Assistance Program

July 1, 2003, – June 30, 2004  
Los Angeles County

The State of California by and through the Department of Health Services (hereinafter called the Department) and the local health jurisdiction of Los Angeles County (hereinafter called the local jurisdiction) in consideration of the covenants, agreements, and stipulations hereinafter expressed or hereby agree as follows:

Article I

1. The funds allocated pursuant to this Agreement are solely for costs associated with the administration of the AIDS Drug Assistance Program (ADAP) enrollment process provided by the local jurisdiction and/or its subcontractors. Any costs billed under this Agreement that are determined to fall outside the purview of this Agreement (i.e., are not directly related to the provision of ADAP enrollment services) will not be reimbursable under this Agreement. Some examples of acceptable and billable ADAP administrative costs incurred by the local jurisdiction are as follows:

Reimbursement to local jurisdiction for performing ADAP program enrollment or annual recertification services; or  
Reimbursement by the local jurisdiction to its subcontractors for performing ADAP program enrollment or annual recertification services (at a rate to be determined by the local jurisdiction); or  
ADAP Coordinator's salary (a portion thereof or full salary); or  
Computers and/or Internet access for ADAP enrollment workers to allow for submission of ADAP applications or recertifications to the Pharmacy Benefits Manager (PBM) via the Internet; or  
Development of ADAP client recruitment advertisement/outreach materials. (However, any recruitment material should include information about ADAP, and provide ADAP contact information, etc.)

If the local jurisdiction is uncertain if an expense would be an acceptable and billable ADAP administrative activity, the local jurisdiction should seek prior written approval of the proposed activity from the Department.

- 2 The term of this Agreement is for the period July 1, 2003 through June 30, 2004
- 3 The maximum allocation to the local jurisdiction for the term of this Agreement shall not exceed \$431,708.00.

## Article II

1. The AIDS Drug Assistance Program Eligibility Guidelines, (July, 2002) and any subsequent revisions, along with all instructions, policy memorandums or directives issued by the Department and/or the statewide ADAP pharmacy benefit management (PBM) contractor shall be adhered to in implementing and administering the ADAP by local jurisdictions. Any changes and/or additions to these guidelines will be made in writing by the Department and, whenever possible, notification of such changes shall be made 30 days prior to implementation.
2. It is the intent of the Department to have the local jurisdiction coordinate and ensure complete and accurate ADAP enrollment and eligibility recertification in its area. Each local jurisdiction can determine how best to accomplish this intent.
  - 2a. The local jurisdiction agrees to notify the statewide PBM contractor and the Office of AIDS, ADAP of the addition of any new ADAP enrollment sites operating in the local jurisdiction, and/or the deletion of any existing ADAP enrollment sites.
  - 2b. Additionally, the local jurisdiction agrees that all ADAP enrollment/eligibility workers must be certified through, and have received training from, the statewide PBM contractor prior to enrolling clients in ADAP or within 90 days of beginning enrollment services. Enrollment sites and enrollment/eligibility workers providing ADAP enrollment services in local county jails are included under this requirement. All enrollment/eligibility workers must attend an annual refresher training from the statewide PBM contractor and receive certification from such training in order to continue conducting ADAP enrollment functions.
  - 2c. All eligibility workers must be identified and have individual ADAP identification numbers. Enrollment of ADAP clients must be linked to the individual identification numbers, i.e., to the specific eligibility worker performing the service.
  - 2d. Any changes in eligibility worker status must be reported to the PBM within 24 hours of such change. Enrollment workers who are no longer doing ADAP enrollment or who have been terminated must be removed from the ADAP enrollment/eligibility worker database to ensure the confidentiality of that database.
  - 2e. The Department reserves the right to add new ADAP enrollment sites to ensure equitable and easy client access to ADAP services. The ADAP Coordinator in the appropriate local jurisdiction will be notified by either the Department or the PBM of any new ADAP enrollment sites in their jurisdiction. The local jurisdiction is not required to reimburse enrollment sites for their ADAP enrollment/eligibility recertification activities. Whenever possible, the Department and ADAP Coordinator will confer in advance when new ADAP sites are to be added by the Department.
3. The maximum amount payable under this Agreement as specified in paragraph 3 of Article I shall be subject to the conditions specified in paragraphs 4 and 5 of Article III set forth herein. The Department reserves the sole right to amend this Agreement to make the adjustments specified in paragraph 10 of Article II.

4. The local jurisdiction must submit quarterly invoices in the format of Exhibit A, "AIDS Drug Assistance Program Invoice", consisting of one page and made a part hereof by this reference. This invoice shall be received by the Department no sooner than the end of the quarter, and no later than 45 calendar days after the last day of each quarter.

FIRST QUARTER: July 1, 2003 – September 30, 2003  
INVOICE DUE DATE: November 15, 2003

SECOND QUARTER: October 1, 2003 – December 31, 2003  
INVOICE DUE DATE: February 15, 2004

THIRD QUARTER: January 1, 2004 – March 31, 2004  
INVOICE DUE DATE: May 15, 2004

FOURTH QUARTER: April 1, 2004 – June 30, 2004  
INVOICE DUE DATE: August 15, 2004

*Payment may be denied at the sole discretion of the State for invoices that are received later than 45 calendar days after the last day of each quarter.*

Supplemental invoices submitted by the local jurisdiction for any quarterly reporting period shall be limited to no more than one (1) per reporting period and require prior written authorization from the Department.

5. If there were no ADAP enrollments or recertifications processed in the local jurisdiction during a quarter, the invoice submitted for that quarter must show a zero balance and no reimbursement will be allowed for that quarter. Quarterly ADAP enrollment data received from the statewide ADAP contractor will be used to determine the number of ADAP enrollments/recertifications for each local jurisdiction during each quarter.
6. All invoices and other official communications shall be mailed to:

Department of Health Services  
Office of AIDS  
AIDS Drug Assistance Program  
MS 7700, P.O. Box 942732  
Sacramento, CA 94234-7320

7. The local jurisdiction and/or its subcontractor(s) agree to maintain necessary program records documenting the administrative costs submitted for reimbursement. Records shall be maintained for at least three (3) years from the ending date of this Agreement, or until the termination of all state and federal audits, whichever is later.
8. The local jurisdiction and/or its subcontractor(s) agree to provide access during normal working hours to authorized representatives of the Department and of other State and Federal agencies to all records, files, and documentation related to this Agreement, subject to applicable state and federal laws concerning confidentiality.

The local jurisdiction shall be liable for all federal and state funds allocated under this Agreement, including but not limited to, any audit exceptions that may arise. The Department shall recover any funds not expended in accordance with this Agreement. Recovery of funds may be accomplished by withholding payments to the local jurisdiction, or upon written notification from the State. The local jurisdiction shall submit repayment within 30 days of receipt of that notification.

10. If it appears the local jurisdiction will not expend the entire amount of its allocation under this Agreement, the State may redistribute any projected unexpended funds of the local jurisdiction's allocation to other local jurisdictions. The Department shall notify the local jurisdiction in writing 30 days prior to any changes in the local jurisdiction's allocation.
11. The local jurisdiction agrees to abide by current ADAP guidelines and all applicable laws regarding confidentiality when working with persons who apply for and or receive eligibility under this program.
12. The local jurisdiction agrees to the provisions as stated in the attached Exhibit B, entitled "Nondiscrimination Clause." The local jurisdiction and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, sex, or sexual orientation. Exhibit B, consisting of one page is incorporated and made a part hereof by this reference.
13. The local jurisdiction agrees to the provisions as stated in the attached Exhibit C, entitled "HIPAA Business Associate Addendum."

### Article III

1. The Department shall authorize payment in arrears up to the maximum allocation of this Agreement upon the execution of this Agreement.
2. Upon receipt of the quarterly ADAP invoice, the Department will reimburse the local jurisdiction for administrative costs associated with the provision of ADAP enrollment services in the local jurisdiction, not to exceed the maximum amount reimbursable under this Agreement. Reimbursements to the local jurisdictions will be contingent upon receipt of the signed Standard Agreement and a completed AIDS Drug Assistance Program Invoice within the required timeframe.
3. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of Federal or State funds for the mutual benefits of both parties in order to avoid program delays that would occur if the contract were executed after that determination. This Agreement is valid and enforceable only to the extent that sufficient funds are made available to the State by the United States Government and/or by the State, for the purposes of this program. If sufficient federal and/or state funds are not made available pursuant to the Agreement, this Agreement shall be invalid and have no further force and effect. In this event, the State shall have no liability to pay any state funds whatsoever to the local jurisdiction, or furnish any other considerations under this Agreement, and the local jurisdiction shall not thereafter be obligated to perform any duties of this Agreement.

4. This Agreement is subject to any additional restrictions, limitations or conditions enacted by the Congress or the State legislature, which may affect the provisions, terms or funding of this Agreement in any manner.
5. The terms of this Agreement may be modified in writing upon mutual consent of both parties
6. This Agreement may be terminated at any time without cause by either party by giving 30 days prior written notice to the other. Notification shall state the effective date of the termination.
7. Notice of the termination by the local jurisdiction shall be followed within 30 days by a final report and a final claim for reimbursement, or repayment of funds disbursed but not expended.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

State of California

Local Jurisdiction

Signature\_\_\_\_\_

Signature\_\_\_\_\_

Title Chief, ADAP Section

Title\_\_\_\_\_

Office of AIDS

\_\_\_\_\_

Date\_\_\_\_\_

Date\_\_\_\_\_

(Please submit all invoices using this form. Do not reproduce on other forms or letterheads.)

☒ Local Health Jurisdiction☐ Community-Based Organization

LHJ: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

COUNTY/CITY: Los Angeles County

INVOICE FOR THE QUARTER INDICATED BELOW:

[ ] First quarter: July 1, 2003 – September 30, 2003  
[ ] Second quarter: October 1, 2003 – December 31, 2003  
[ ] Third quarter: January 1, 2004 – March 31, 2004  
[ ] Fourth quarter: April 1, 2004 – June 30, 2004  
[ ] (Final) Supplemental: July 1, 2003 - June 30, 2004

DUE DATE: October 31, 2003  
DUE DATE: January 31, 2004  
DUE DATE: April 30, 2004  
DUE DATE: July 31, 2004  
DUE DATE: To be determined

EXPENDITURE CATEGORIES (see reverse side for applicable items) ----- Expenses This Period -----

PERSONNEL – (Monies paid for ADAP Coordinator position at County Health Department or positions at ADAP enrollment sites)

§ \_\_\_\_\_

SUBCONTRACT(S) – (Monies paid to ADAP enrollment sites for successfully completed ADAP enrollments or recertifications)

§ \_\_\_\_\_

OTHER - (Please describe): \_\_\_\_\_

§ \_\_\_\_\_

TOTAL AMOUNT OF INVOICE ..... \$ \_\_\_\_\_

Payments are issued approximately 45 days upon receipt of invoice.

Report prepared by: \_\_\_\_\_ (Telephone) \_\_\_\_\_

I hereby certify that the above services have been provided in accordance with the terms of the ADAP Standard Agreement.

Signature of a Duly Authorized Health Jurisdiction Official \_\_\_\_\_ Date \_\_\_\_\_

*This form must be submitted with original signatures.*

*Copies should be retained for the local health jurisdiction's records.*

--STATE OFFICE OF AIDS USE ONLY--

--STATE OFFICE OF AIDS USE ONLY--																						
X:													Date:									
Fiscal Year		PCA					Index			Object Code			Agency Object		Project Number			Work Phase				
0	3	5	1	3	5	1	4	4	9	1	7	0	2	0	5							

**NONDISCRIMINATION CLAUSE AND REQUIREMENTS**

During the performance of this contract, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et. Seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other contract.

- b. Contractor shall include the nondiscrimination and compliance provisions of paragraph (a) in all subcontracts to perform work under the contract.
- c. The Contractor will not discriminate in the provision of services against any person with protected status as provided by state and federal law and described in paragraph (a).
- d. For the purpose of this contract, distinctions made on the basis of a person's protected status as noted in paragraph (a) include, but are not limited to, the following: denying a participant any service or providing a benefit to a participant which is different, or is provided in a different manner or at a different time or place from that provided to other participants under this contract; subjecting a participant to segregation or separate treatment in any matter related to his or her receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he or she satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit.
- e. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to their protected status as noted in paragraph (a).
- f. The Contractor agrees that complaints alleging discrimination in the delivery of services by the Contractor or his or her subcontractor because of a person's protected status as noted in paragraph (a) will be resolved by the State through the Department of Health Services' Affirmative Action/Discrimination Complaint Process.
- g. The Contractor shall, subject to the approval of the Department of Health Services, establish procedures under which service participants are informed of their rights to file a complaint alleging discrimination or a violation of their civil rights with the Department of Health Services.
- h. The Contractor shall operate the program or activity in such a manner that it is readily accessible to and usable by mentally or physically handicapped persons pursuant to 45 Code of Federal Regulations, Parts 84, Sections 84.21 and 84.22

The Contractor shall keep records, submit required compliance reports, and permit state access to records in order that the State can determine compliance with the nondiscrimination requirements pursuant to 45 Code of Federal Regulations, Parts 80, 84, and 90, Sections 80.6, 84.61, and 90.42.

**AIDS DRUG ASSISTANCE PROGRAM (ADAP)  
2003-04 ADMINISTRATIVE COSTS REIMBURSEMENT INFORMATION FORM**  
(It is not necessary to complete/return this form if there are no changes)

Name of Local Health Jurisdiction (LHJ)/Community Based Organization (CBO):

Person Completing Form

Name \_\_\_\_\_ Title: \_\_\_\_\_ Telephone: \_\_\_\_\_

Please check the applicable box below:

**Option 1:** OA will enter into a Standard Agreement with our LHJ. We will begin/  
[ ] continue providing ADAP enrollment services through the county public

health department. Contact information listed below:

County Public Health Department: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

ADAP Coordinator/Contact Person: \_\_\_\_\_

**Option 2:** Direct OA to enter into a Standard Agreement with the CBO listed below.  
If new/changing must attach letter from new CBO indicating their willingness  
to provide ADAP administrative/enrollment services in our LHJ. Contact  
information listed below:

New CBO: \_\_\_\_\_

CBO: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

ADAP Coordinator/Contact Person: \_\_\_\_\_

**Option 3:** OA will enter into a Standard Agreement with our LHJ. We will sub-  
[ ] contract with a CBO to administer local ADAP services. We will identify the  
CBO prior to signing the Standard Agreement.

**Option 4:** We elect not to receive these funds at this time.

Signature of Designated Official

Title

Date

Please fax this form to:  
Trish Salveson at  
(916) 449-5959  
no later than September 15, 2003.

Mail the original form to:  
Department of Health Services  
Office of AIDS  
MS 7700, P.O. Box 942732  
Sacramento, CA 94234-7320  
Attention: Trish Salveson